

EXHIBIT 2

CONSOLIDATED, AMENDED AND RESTATED PROMISSORY NOTE

\$149,180,000.00

December 31, 2021

For value received, JERICO PLAZA PORTFOLIO LLC, a Delaware limited liability company, having an address at 101 Hudson Street, Suite 1703, Jersey City, New Jersey 07302 ("**Borrower**"), promises to pay to the order of NATIXIS REAL ESTATE CAPITAL LLC, a Delaware limited liability company, at its principal place of business at 1251 Avenue of the Americas, New York, New York 10020 (together with its successors and assigns "**Lender**"), or at such place as the holder hereof may from time to time designate in writing, the principal sum of One Hundred Forty-Nine Million One Hundred Eighty Thousand and No/100 Dollars (\$149,180,000.00), in lawful money of the United States of America, with interest on the unpaid principal balance from time to time outstanding to be computed in the manner, at the times and, subject to the provisions of Section 2.2.2 of the Loan Agreement (as hereinafter defined), at the Interest Rate provided in that certain Loan Agreement (as amended, modified, restated, consolidated, replaced or supplemented from time to time, the "**Loan Agreement**") dated as of the date hereof between Borrower and Lender. Capitalized terms used but not defined herein shall have the respective meanings given such terms in the Loan Agreement.

This Consolidated, Amended and Restated Promissory Note (as may be further amended, restated, replaced, supplemented or otherwise modified from time to time, this "**Note**") (i) consolidates, amends and restates in their entirety those certain promissory notes owned by Lender (collectively, the "**Existing Notes**") and secured by those certain mortgages which are owned and held by Lender described on Schedule I attached hereto and made a part hereof (collectively, the "**Existing Mortgages**"), which Existing Notes are now owned and held by Lender; (ii) does not create any new or additional indebtedness or constitute a novation as to Borrower's obligations under the Existing Notes, but evidences the same indebtedness evidenced by the Existing Notes, and (iii) is the Note referred to in the Loan Agreement and is entitled to the benefits thereof.

The terms, covenants, agreements, rights, obligations and conditions contained in this Note supersede and control the terms, covenants, agreements, rights, obligations and conditions contained in the Existing Notes, it being agreed that the consolidation, amendment and restatement of the Existing Notes hereby shall not impair the indebtedness evidenced by any of the Existing Notes.

1. **Payment Terms.** Borrower shall pay the Monthly Debt Service Payment Amount to Lender in the manner and at the times specified in Article 2 of the Loan Agreement, which payments shall be applied in the order of priority set forth in said Article 2. Borrower shall also pay to Lender interest at the Default Rate, Late Payment Charges, the Spread Maintenance Premium, if any, and all other amounts due and payable as and when provided for in the Loan Agreement. The balance of the Principal, together with all accrued and unpaid interest thereon, and all other amounts payable to Lender hereunder, under the Loan Agreement and under the other Loan Documents shall be due and payable on the Maturity Date.

2. **Loan Documents.** This Note is evidence of that certain loan made by Lender to Borrower contemporaneously herewith and is executed pursuant to the terms and conditions of the Loan Agreement. This Note is secured by and entitled to the benefits of, among other things, the Security Instrument and the other Loan Documents. Reference is made to the Loan Documents for a description of the nature and extent of the security afforded thereby, the rights of the holder hereof in respect of such security, the terms and conditions upon which this Note is secured and the rights and duties of the holder of this Note. All of the agreements, conditions, covenants, provisions and stipulations contained in the Loan Agreement and the other Loan Documents are by this reference hereby made part of this Note to the same extent and with the

same force and effect as if they were fully set forth in this Note, and Borrower covenants and agrees to keep and perform the same, or cause the same to be kept and performed, in accordance with their terms.

3. **Loan Acceleration; Prepayment.** Subject to the terms of the Loan Agreement, the Debt shall, without notice, become immediately due and payable at the option of Lender upon the happening of any Event of Default. This Note may not be prepaid except as otherwise expressly provided in, and subject to the terms and conditions, of the Loan Agreement.

4. **Revival.** To the extent that Borrower makes a payment or Lender receives any payment or proceeds for Borrower's benefit, which are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, debtor in possession, receiver, custodian or any other party under the Bankruptcy Code or any other bankruptcy law, common law or equitable cause, then, to such extent, the obligations of Borrower hereunder intended to be satisfied shall be revived and continue as if such payment or proceeds had not been received by Lender.

5. **Amendments.** This Note may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought. Whenever used, the singular number shall include the plural, the plural the singular, and the words "Lender" and "Borrower" shall include their respective successors, assigns, heirs, executors and administrators. If Borrower consists of more than one person or party, the obligations and liabilities of each such person or party shall be joint and several.

6. **Waiver.** To the extent permitted by applicable law and except as expressly set forth in the Loan Agreement or the other Loan Documents, Borrower and all others who may become liable for the payment of all or any part of the Debt do hereby severally waive presentment and demand for payment, notice of dishonor, protest, notice of protest, notice of nonpayment, notice of intent to accelerate the maturity hereof and of acceleration. No release of any security for the Debt or any Person liable for payment of the Debt, no extension of time for payment of this Note or any installment hereof, and no alteration, amendment or waiver of any provision of the Loan Documents made by agreement between Lender and any other person or party shall release, modify, amend, waive, extend, change, discharge, terminate or affect the liability of Borrower, and any other Person or party who may become liable under the Loan Documents, for the payment of all or any part of the Debt.

7. **Exculpation.** It is expressly agreed that recourse against Borrower for failure to perform and observe its obligations contained in this Note shall be limited as and to the extent provided in Section 11.1 of the Loan Agreement.

8. **Notices.** All notices or other communications required or permitted to be given pursuant hereto shall be given in the manner specified in the Loan Agreement directed to the parties at their respective addresses as provided therein.

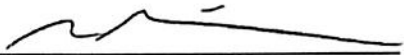
9. **Governing Law.** THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS EXCEPT THAT IT IS THE INTENT OF BORROWER THAT THE PROVISIONS OF SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK SHALL APPLY TO THIS NOTE) AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA, WHICH LAWS OF THE UNITED STATES OF AMERICA SHALL, TO THE EXTENT THE SAME PREEMPT SUCH STATE LAWS, GOVERN AND BE CONTROLLING.

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IN WITNESS WHEREOF, Borrower has executed this Note as of the date first written above.


BORROWER:

JERICO PLAZA PORTFOLIO LLC,
a Delaware limited liability company

By: 
Name: Menachem Meisner
Title: Authorized Signatory

LENDER:

NATIXIS REAL ESTATE CAPITAL LLC,
a Delaware limited liability company

By: 
Name: Andrew Taylor
Title: Managing Director

By: 
Name: Andrew Florio
Title: Executive Director

SCHEDULE I

EXISTING MORTGAGES

1. SUBSTITUTE MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING A

Mortgagor: One-Two Jericho Plaza
Owner LLC
Mortgagee: Jericho Plaza Note LLC
Amount: \$71,425,000.00
Dated: February 12, 2016
Recorded: May 20, 2016
Liber: 41243
Page: 388

Notes:

As derived from Promissory Note and Mortgage Splitter Agreement recorded May 20, 2016 in Liber 41243 Page 1. Said Agreement split a consolidated lien into two separate liens as follows:
(i) Substitute Promissory Note A above; and
(ii) Substitute Promissory Note B in the sum of \$92,325,000.00 which was satisfied by Satisfaction of Mortgage recorded June 10, 2016 in Liber 6654 Page 604 and released from the PUE.

1A. ASSIGNMENT OF SUBSTITUTE MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING A

Assignor: Jericho Plaza Note LLC
Assignee: Parlex 7 Finco, LLC
Dated: February 12, 2016
Recorded: June 10, 2016
Liber: 41291
Page: 677

2. GAP MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

Mortgagor: Jericho Plaza LLC
Mortgagee: Parlex 7 Finco, LLC
Amount: \$3,575,000.00
Dated: February 12, 2016
Recorded: August 22, 2016
Liber: 41448
Page: 957
Tax Paid: \$37,537.50

2A. CONSOLIDATED, AMENDED AND RESTATED ACQUISITION LOAN MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

From: Jericho Plaza LLC
To: Parlex 7 Finco, LLC
Dated: February 12, 2016
Recorded: August 22, 2016
Liber: 41449
Page: 1

Notes:

This Agreement consolidates, amends and restates Mortgages 1-2 above to form a single lien in the amount of \$75,000,000.00.

2B. ASSIGNMENT OF MORTGAGE (ACQUISITION LOAN)

Assignor: Parlex 7 Finco, LLC
Assignee: HSBC Bank USA, National
Association, as Agent
Dated: May 13, 2019
Recorded: May 31, 2019
Liber: 43468
Page: 255

3. BUILDING LOAN MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

Mortgagor: Jericho Plaza LLC
Mortgagee: Parlex 7 Finco, LLC
Amount: \$17,000,000.00
Dated: February 12, 2016
Recorded: August 22, 2016
Liber: 41449
Page: 66
Tax Paid: \$178,500.00

3A. ASSIGNMENT OF MORTGAGE (BUILDING LOAN)

Assignor: Parlex 7 Finco, LLC
Assignee: HSBC Bank USA, National
Association, as Agent
Dated: May 13, 2019
Recorded: May 31, 2019
Liber: 43468
Page: 261

4. GAP MORTGAGE

Mortgagor: G&I IX Jericho Plaza LLC
Mortgagee: HSBC Bank USA, National
Association, as Agent
Amount: \$34,599,596.26
Dated: May 14, 2019
Recorded: May 31, 2019
Liber: 43468
Page: 273
Tax Paid: \$363,295.80

Signature Page to Promissory Note

4A. MORTGAGE ASSUMPTION, CONSOLIDATION AND MODIFICATION AGREEMENT

From: G&I IX Jericho Plaza LLC
To: HSBC Bank USA, National Association, as Agent
Dated: May 14, 2019
Recorded: May 31, 2019
Liber: 43468
Page: 284

Notes:

This Agreement consolidates Mortgages 1-4 above to form a single lien in the amount of \$122,000,000.00.

4B. ASSIGNMENT OF MORTGAGE

Assignor: HSBC Bank USA, National Association, as Agent
Assignee: Natixis Real Estate Capital LLC, a Delaware limited liability company
Dated: December 31, 2021
Recorded: To be duly recorded in the Nassau County Clerk/Register's Office.

5. GAP MORTGAGE

From: Jericho Plaza Portfolio LLC
To: Natixis Real Estate Capital LLC, a Delaware limited liability company
Amount: \$30,672,632.69
Dated: December 30, 2021
Recorded: To be duly recorded in the Nassau County Clerk/Register's Office.

5A. CONSOLIDATED, AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT

From: Jericho Plaza Portfolio LLC
To: Natixis Real Estate Capital LLC, a Delaware limited liability company
Dated: December 31, 2021
Recorded: To be duly recorded in the Nassau County Clerk/Register's Office.

Notes:

This Agreement consolidates mortgages 1-5 above to form a single lien in the amount of \$149,180,000.00

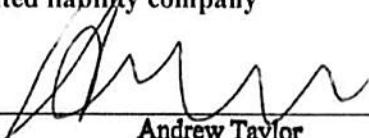
ALLONGE

ALLONGE to that certain Consolidated, Amended and Restated Promissory Note dated as of December 31, 2021 in the original principal amount of \$149,180,000.00, executed by JERICO PLAZA PORTFOLIO LLC, a Delaware limited liability company, payable to the order of NATIXIS REAL ESTATE CAPITAL LLC, a Delaware limited liability company.

Pay to the order of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, SOLELY IN ITS CAPACITY AS TRUSTEE FOR THE BENEFIT OF THE HOLDERS OF NATIXIS COMMERCIAL MORTGAGE SECURITIES TRUST 2022-JERI, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2022-JERI, without recourse or warranty except as set forth in the Trust and Servicing Agreement, dated as of April 18, 2022, among Natixis Commercial Mortgage Securities LLC, as Depositor, Midland Loan Services, a Division of PNC Bank, National Association, as Servicer and Special Servicer, U.S. Bank Trust Company, National Association, as Trustee and Certificate Administrator and U.S. Bank National Association, as Custodian.

Effective as of the 18th day of April, 2022.

**NATIXIS REAL ESTATE CAPITAL LLC, a
Delaware limited liability company**

By: 
Name: **Andrew Taylor**
Title: **Managing Director**

By: 
Name: **Khaled Mohiuddin**
Title: **Director**